

**MANUFACTURING DEFECTS BASED ON ARTICLE 1367 OF THE
INDONESIAN CIVIL CODE**

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Abstract

Legal Liability arises as a result of an Agreement or Contract which originates from an action that can cause harm to another person because it is done wrongly. Buying and Selling is an agreement or agreement or contract where one party binds himself to hand over an object to another party who binds it. himself to pay the price that has been promised, from the ongoing buying and selling, it is not uncommon for us to encounter goods with production defects. The problem in this research is what is the form of legal responsibility for buying and selling dimsum with production defects based on Article 1367 of the Civil Code towards the buyer the disadvantaged and How can consumers demand legal responsibility for buying and selling dimsum with production defects based on Article 1367 of the Civil Code. The type of research used is normative legal research. The research results show a relationship between business actors and buyers, the relationship in question is the rights and obligations between business actors and buyers, therefore consumer protection law regulates the rights and obligations of business actors and consumers. whose fulfillment is guaranteed through law enforcement. This research concludes that the obligations of business actors are the responsibilities that business actors must carry out towards buyers and conversely, consumer rights are the obligations of buyers to business actors. This research advises that business actors should pay attention to even the smallest things so that things that harm other people do not happen.

Keywords: Legal Liability, Buying and Selling, Production Defects.

INTRODUCTION

Human beings are social beings who cannot live alone and always need help from each other, As individual beings, human beings live based on meeting one's own needs. In fulfilling these needs, humans utilize networks between other humans, so that the expected needs can be met. Man is a unity that is inseparable from other humans. Humans also need to meet their own needs such as clothing, food, and shelter, in this day and age many people sell various human needs such as in the field of food ranging from heavy food to snacks, Food is a basic human need that is also a trade commodity, requires the support of an ethical, honest, and responsible trading system so that it is affordable by the community.²Especially in the field of snacks there are so many people sell it, for example, such as Dimsum, Dim

Sum is a food originating from China which is interpreted as a snack with a steamed processing process, usually served together with chili sauce useful for flavor enhancers. Dim sum is a small food that has a high nutritional content.

In everyday life, we must make buying and selling transactions, in buying and selling transactions that are carried out not infrequently we find products that are sold in a state that is not worth selling or defective. Defective products in Indonesia are defined as products that cannot full fill the purpose of manufacture either due to intentional or negligence in or caused by other things that occur in circulation or do not provide security conditions for humans or their property in their use, as expected by consumers, Producers as parties who produce and distribute goods cannot be released from the responsibility of their products. The consumer must be assured that the purchased product does not contain defects. Products whose defects can be seen are referred to as physically defective products, these physically defective products often make consumers feel deceived, examples of physically defective products are inappropriate sizes, imperfect shapes, and look unattractive. Consumers are very disadvantaged if the product sold is not as desired. Every time there is a transaction of buying and selling someone automatically states that the goods are suitable for use or consumption, Based on Article 1320 paragraph (1) states that part of the conditions for the validity of an agreement requires the existence of "the agreement of those who bind themselves"

Based on Article 1367 of the Civil Code which states: "A person is not only responsible for losses caused by his actions but also for losses caused by the actions of those who are his dependents or caused by goods under his control.

According to the Big Indonesian Dictionary (KBBI), responsibility is the obligation to bear everything if anything happens that can be prosecuted, blamed, and prosecuted. The term legal liability essentially cannot be separated from these two interrelated terms, namely liability and liability.³ Product liability is the civil liability of the manufacturer (May include other parties in the supply chain) to compensate certain parties (can be buyers, users, or even third parties) for damage to objects, injury, and/or death as a result of using a product manufactured by the manufacturer.⁴ Product liability cases are very rare, but judging from the various cases, the general rule of common law is that it is no-fault liability or strict liability; in other words, the plaintiff only needs to prove the cause of the harm caused.

METHODS

From the problems that the author presents, the author uses the following research methods. Legal Research is something that can be done to find solutions to legal issues raised and the results achieved are to provide evidence of what is discussed on the legal issues raised. The method used in this study is normative juridical research, namely legal literature research because it is in the form of secondary data such as legislation, books, literature, and expert opinions.

Problem Approach

In this legal research, there are several approaches, with this approach researchers will get information from various aspects of the content that is being tried to find the answer. The method of approach in this study is a descriptive approach, normative juridical research must certainly use an approach to laws and regulations.

Legal Material Collection and Processing Techniques

This research method is carried out using literature studies that collect data on legal materials by understanding literature that has to do with research materials on laws and regulations and literature materials. And processing of legal materials after legal materials are collected then using description techniques, namely by describing primary legal materials and secondary legal materials as they are. The collected primary and secondary legal materials are then given an evaluation assessment, then interpretation is carried out and arguments are then submitted.

Legal Material Analysis

Data analysis is a process of processing data that aims to obtain useful information and can be used as a basis for decision-making to solve a problem. In this study, the author started with data collection, then the data was analyzed in a normative juridical manner which was then presented descriptively.

Results and Discussion

Legal Responsibility for the Sale and Purchase of Defective Dim Sum Based on Article 1367 of the Indonesian Civil Code.

There is a relationship between business actors and buyers, the relationship in question is the rights and obligations between business actors and buyers, therefore consumer

protection law regulates the rights and obligations of business actors and consumers which are guaranteed fulfillment through law enforcement. The obligations of business actors are responsibilities that must be carried out by business actors to buyers and vice versa consumer rights are the obligations of buyers to business actors.

The responsibility of business actors in consumer protection can be categorized into 3 (three) aspects, namely:

1. Activities that are prohibited to business actors;
2. Fulfillment of consumer rights;
3. Standardization of production quality.

Activities that are prohibited to business actors in general are prohibitions on actions that must not injure the quality of goods as stipulated in Article 8 paragraph 1 letter (a) which includes the required standards, net weight, net or net content, size, dose, scale, condition, guarantee, privilege or efficacy, processing process and so on.

The fulfillment of consumer rights as stipulated in Article 4 of the Law is the right of consumers to get good products so that business actors must provide quality products. There is a causal relationship between aspects of activities that are prohibited to business actors and the fulfillment of consumer rights, if business actors have been able to heed prohibited activities to business actors, then automatically consumer rights have been fulfilled therefore, activities that are prohibited to business actors and consumer rights are a chapter relationship resulting from rights and obligations Between activities that are prohibited to business actors and consumer rights are concrete actualization of rights and obligations of business actors and consumers.

The benefits of production quality standardization aim to determine good quality by determining or determining the minimum quality that must be produced, the minimum quality is generally of quality but only emphasized on what aspects must not exceed the threshold set or determined at a level below quality or quality. Therefore, standardization is solely an effort to maintain the quality or quality of production so that the guarantee of production quality can be felt by consumers.

Activities that are prohibited to business actors, fulfillment of consumer rights, and standardization of production quality in guaranteeing production quality are not partial or

separate choices but are integral entity that must be carried out together because these things are the cause and effect of the rights and obligations of business actors

Claims for Defective Sale and Purchase of Dimsu Based on Article 1367 of the Indonesian Civil Code

Regarding defective products, the UUPK provides legal sanctions in the form of a maximum prison sentence of 2 years or a maximum fine of IDR 500 million imposed on business actors, if business actors in the event of sales made through sales or auctions, deceive/mislead consumers by:

1. Declare the goods and/or services as if they have met certain quality standards;
2. Declare the goods and/or services as if they do not contain hidden defects;
3. Do not intend to sell the goods offered but to sell other goods; (d) not providing goods in a certain quantity and/or sufficient quantity to sell other goods;
4. Not providing services in a certain capacity or in sufficient quantities to sell other services;
5. Increase the price or tariff of goods and/or services before the sale. Based on Article 19 of the Consumer Protection Law, business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded.

It further said that the compensation can be in the form of a refund or replacement of goods and/or as a of similar or equivalent value, or health care and/or provision of compensation by the provisions of applicable laws and regulations. The compensation will be made within a grace period of 7 (seven) days after the transaction date.

This can be a criminal realm if the absence of a part of the cleaning tool results in the cleaning tool being classified as damaged or defective goods. This is because based on Article 8 paragraph (2) of the Consumer Protection Law, business actors are prohibited from trading damaged, defective, or used, and contaminated goods without providing complete and correct information on the goods.

If the business actor violates the article, the business actor can be sentenced to a maximum of 5 (five) years imprisonment or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah) (Article 62 paragraph (1) of the Consumer Protection Law).

If there are hidden defects, the buyer can choose several options as stipulated in Article 1507 of the Civil Code, including:

1. Return the goods while demanding back the purchase price; or
2. Will keep possession of the item while demanding back part of the purchase price money as determined by the judge after hearing the expert on it.

In the Civil Code, no definition explicitly defines hidden defects, but as stipulated in Articles 1504 and 1506 of the Civil Code as follows:

1. The seller must indemnify the goods against hidden defects, which are such that they cannot be used for their intended purpose, or which thereby reduce use, so that had the buyer knew of the defect, he would not have bought them at all or would not have bought them other than for less.
2. He must insure the goods against hidden defects, even if he is not aware of them, unless in such case he has asked for a promise that he shall bear nothing.

As for the seller's side about hidden defects, 2 (two) obligations must be done:

1. If the seller has known the defects of the goods, then the seller is obliged to refund the purchase price he has received and reimburse all costs, losses, and interest
2. If the seller is not aware of any defects in the goods, then the seller is obliged to refund the price of the purchased goods and reimburse the costs of organizing the purchase and delivery, only to be paid by the buyer.

Related to the steps that must be taken for defective product cases, consumers who feel aggrieved can sue business actors through institutions in charge of resolving disputes between consumers and business actors or through courts in the general judicial environment. In addition, the resolution of consumer disputes can be pursued through the courts or out of court based on the voluntary choice of the parties.

CONCLUSION

Based on the description of the discussion that has been stated previously about the existing subject matter, the following conclusions can be drawn:

1. Legal Responsibility for the Sale and Purchase of Defective Dim Sum Based on Article 1367 of the Civil Code The obligation of business actors is a responsibility that must be

carried by business actors to buyers and vice versa consumer rights are the obligations of buyers to business actors.

2. Claim of Liability For the sale and purchase of defective dim sum based on article 1367 of the Civil Code Regarding defective products, the Law provides legal sanctions in the form of a maximum prison sentence of 2 years or a maximum fine of IDR 500 million imposed on business actors.

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